Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 1 of 21



ReliaStar Life Insurance Company of New York Customer Service Center www.voyalifecustomerservice.com

December 23, 2014

Gloria D Wiseman

Owner: Gloria D Wiseman Policy Number: 960G

Insured(s): Olga Wiseman

Dear Gloria D Wiseman:

Enclosed please find the duplicate policy for your file; please keep this in a safe location. If a second request for a duplicate policy is received, you will be provided with a Verification of Coverage.

We appreciate the trust you've placed in the Voya ™ family of companies to help meet your financial objectives. You may review your policy online at www.voyalifecustomerservice.com. If you have further questions, please contact your agent, registered representative or Customer Service during our business hours of Monday – Friday, 8:00 a.m. to 6:00 p.m. CT.

Sincerely,

Voya Customer Service

Enclosure: Duplicate Policy

Questions? Call: 800-626-2286

### POST OFFICE BOX 565

# LINCOLN SECURITY LIFE INSURANCE COMPANY A STOCK COMPANYBREWSTER, NEW YORK 10509

A part of Security-Connecticut Corporation

#### IMPORTANT-READ YOUR POLICY CAREFULLY

This is a legal contract between you and Lincoln Security Life Insurance Company. This contract is called a Policy. The word "you" means the Policy Owner. The application shows the name of the Policy Owner. The word "we" means the Lincoln Security Life Insurance Company. We promise to pay the Death Benefit to the Beneficiary subject to the provisions of this Policy. See "Payments By Us," for description of the Death Benefit. The Beneficiary is the party that you name. We will pay the Death Benefit when we receive proof of death of the Insured. The Policy Data page shows the name of the Insured.

For information or service on this Policy, contact the person who sold you this Policy, or any of our offices including our Home Office.

RIGHT TO CANCEL: You have a right to return this Policy. Read it carefully. If you do not want this Policy, you may deliver or mail it to the person who sold it to you or to any of our offices including our Home Office. You must do this by the tenth day after you receive this Policy. All payments made for this Policy will be returned to you within ten days after notice of cancellation and the returned Policy is received at the Home Office.

Signed at the Home Office in Brewster, New York



Secretary

#### FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY-NON DIVIDENDS

#### POLICY SUMMARY

This Policy provides flexible premium, adjustable life insurance to Maturity Date. Coverage will end prior to the Maturity Date if premiums paid and interest credited are insufficient to continue coverage to that date. Dividends are not payable. Flexible premiums are payable to the end of the period shown, if any, or until the Insured's death, whichever comes first.

11060 NY 9/1/87

#### POLICY SUMMARY

This page summarizes the main points of this Policy. The Index shows where the provisions can be found. See the actual provisions for complete information.

This Policy provides flexible premium, adjustable life insurance to the Maturity Date. Coverage will end prior to the Maturity Date if premiums paid and interest credited are insufficient to continue coverage to that date. Dividends are not payable. Flexible premiums are payable to the end of the period shown, if any, or until the Insured's death, whichever comes first. If the Insured is living on the Maturity Date, the Cash Surrender Value will be paid.

You have these rights during the Insured's lifetime:

- You can examine the policy for ten days. If you are not satisfied, you can return it for cancellation and refund of your premium paid;
- 2. You can increase or decrease your Specified Amount;
- 3. You can increase or decrease the amounts of your Planned Premium payment;
- 4. You can make additional premium payments at any time while the policy is in force;
- 5. You can change the Owner:
- 6. You c n change he B ne ciary
- 7. You can borrow on the policy of partially ar ender it;
- 8. You can sure end or the policy for it leash sarres der yelly;
- 9. You can choose one of several ways for the Death Benefit to be paid; and
- 10. You can sell or give away your rights listed above, unless you state otherwise.

This policy will not participate in any divisible surplus of the Company.

### INDEX

SUBJECT	PAGE
ACCUMULATED VALUE	
AGE	20010
AGE OR SEX, MISSTATEMENT OF	
AMOUNT, INSURED'S SPECIFIED	
ANNUAL REPORT	
BENEFICIARY PROVISIONS	93780NY
CASH VALUE	50470NY
COMPUTING VALUES, BASIS & METHOD OF	50470NY
CONTESTABILITY	
CONTRACT, THE	40375
COST OF INSURANCE	50470NY
COVERAGE, CHANGE IN	93780NY
COVERAGE, EFFECTIVE DATE OF	40375
DEATH BENEFIT	93780NY
DEDUCTION, MONTHLY	
EXCHANGE OPTION	93780NY
GRACE PERIOD	
INSURED.	
INTEREST ON LOANS	
INTEREST RATE, CALCULATION OF CASH VALUE	
ISSUE DATE	20010
LOAN, MAXIMUM AVAILABLE	50420NY
LOANS, RIGHT TO TALE	50420NY
MATURITY DATE DI FIJED	93780NY
PAYMENT OPI ON RC VISIONS	
PAYMENTS BY US	40375
PLANNED PERIODIC PREMIUM	20010
POLICY DATA PAGE	
POLICY DATES, MONTHS AND ANNIVERSARIES	40375
POLICY SUMMARY	11060-1NY
PREMIUM, NET.	
PREMIUMS, PAYMENT OF	
PROCEEDS	
REINSTATEMENT	
RIGHT TO SELL OR GIVE AWAY	
SUICIDE	
SURRENDER, PARTIAL	
SURRENDER, RIGHT TO	
TERMINATION	
TRUSTEE	
TABLES	
A	70090
В	
MONTHLY COST OF INSURANCE	
SURRENDER FEES BY POLICY DURATION	
MAXIMUM INITIAL ADDITIONAL SURRENDER FEES	

1L90

1

72

LNY

#### POLICY DATA &

POLICY NUMBER 9600 INSURED OLGA WISEMAN AGE 70 FEMALE POLICY DATE OCT 23, 1991
PLANNED PERIODIC PREMIUM \$4,000.00
PREMIUM INTERVAL ANNUAL

FIRST PREMIUM #31,014.77 ISSUE DATE OCT 16, 1991 PREMIUM RATE CLASS PREFERRED NON-THONTHLY POLICY DAY 23
MATURITY DATE OCT 23, 2016#

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE
INSURED'S SPECIFIED AMOUNT OF \$300,000 DOES INCLUDE ACCUMULATED VALUE
PERCENTAGE OF PREMIUM EXPENSE CHARGE: 5 % OF ALL PREMIUMS
HONTHLY EXPENSE CHARGE: \$5.00

THE GUARANTEED INTEREST RATE IS 4.5%. ADDITIONAL INTEREST IN EXCESS OF 4.5% MAY BE APPLIED TO THE ACCUMULATED VALUE. THE TOTAL ANNUAL INTEREST RATE IS 4.5% PLUS THE PATE OF ADDITIONAL INTEREST THAT MAY BE APPLIED. THE TOTAL ANNUAL INTEREST OF ADDITIONAL INTEREST THAT MAY BE APPLIED. THE TOTAL ANNUAL INTEREST AS EFOR THE PLUS TO OLICY DEBT I 2. X LESS IF IN THE FOLICY I DAN INTEREST RATE (IN ARREAS) IN SPECIAL INTEREST FATE (IN ARREAS) IS 162 THIS RATE IS ADJUSTED 0.3 THE PLUS TABLE TO ALVANCE.

INITIAL SURRENDER FEE: 150% OF THE FIRST YEAR PREMIUM UP TO A MAXIMUM FEE OF \$50.00 PER \$1,000 OF INITIAL SPECIFIED AMOUNT SEE TABLE OF SURRENDER FEES BY POLICY DURATION

A FEE OF 5% OF THE AMOUNT WITHDRAWN UP TO A MAXIMUM OF \$25.00 IS CHARGED FOR A PARTIAL SURRENDER

MINIMUM CASH VALUES ARE BASED ON THE 1980 CSO NONSMOKER HORTALITY TABLE, AGE NEAREST BIRTHDAY, WITH INTEREST AT 4.5% COMPOUNDED YEARLY.

SCHEDULE OF RIDERS

NONE

NOTICE: IF NO FURTHER PREMIUMS ARE PAID AFTER THE FIRST PREMIUM HAS BEEN PAID, OR IF SUBSEQUENT PREMIUMS PAID AND INTEREST CREDITED ARE TOO LOW: COVERAGE ON THIS POLICY MAY NOT CONTINUE TO THE MATURITY DATE.

@ SOMETIMES CALLED POLICY SPECIFICATION

**IL91** 

INSURED OLGA WISHAM

POLICY NUMBER

960G LN

TABLE OF SURRENDER FEES BY POLICY DURATION

TO DETERMINE THE SURRENDER FEE FOR THIS POLICY:

- 1. MULTIPLY THE FIRST YEAR PREMIUM BY THE APPLICABLE PERCENTAGE LISTED IN THE TABLE BELOW.
- 2. MULTIPLY THE SPECIFIED AMOUNT SHOWN ON THE POLICY DATA PAGE BY THE MAXIMUM SURRENDER FEE PER \$1000 LISTED IN THE TABLE BELOW. DIVIDE BY \$1000.
- 3. THE SMALLER OF 1 AND 2 IS THE SURRENDER FEE FOR THE DURATION INDICATED.

NUMBER OF FULL MONTHS POLICY HAS BEEN IN FORCE (INCLUSIVE)	PERCENTAGE OF FIRST YEAR PREMIUM APPLICABLE	MAXIMUM SURRI FEE PER 010	ENDER -
0-11	150.0%	# 50.00	
12-29	150.0	44.97	
24-35	150.0	40.26	
36-47	135.0	35.85	
48-59	120.0	31.75	
60-71	105.0	27.94	
72-93		24.41	3
84-95	76 0	21.16	
96-107		19.19	
108-119	45.0	15.47	1
120-131	30.0	13.01	1
132-143	15.0	10.79	-
144 AND OVER	0.0	0	4.7

IF YOU INCREASE YOUR SPECIFIED AMOUNT, ADDITIONAL SURRENDER FEES WILL BE CHARGED. THESE FEES WILL BE CHARGED FOR THE 12 POLICY YEARS WHICH FOLLOW THE DATE OF THE INCREASE. AT THE TIME OF THE INCREASE, WE WILL ISSUE A NEW DATA PAGE TO YOU. THIS PAGE WILL SHOW THE INCREASE IN YOUR SPECIFIED AMOUNT AND PLANNED PERIODIC PREMIUM, IT WILL ALSO SHOW THE INITIAL ADDITIONAL SURRENDER FEE. THIS FEE WILL BE EQUAL TO 150% OF THE INCREASED PREMIUM PAID IN THE POLICY YEAR WHICH FOLLOWS, THE EFFECTIVE DATE OF SPECIFIED AMOUNT INCREASE UP TO A MAXIMUM FEE DETERMINED BY YOUR ATTAINED AGE (SEE 'TABLE OF MAXIMUM INITIAL ADDITIONAL SURRENDER FEES'). WE WILL ALSO ISSUE A NEW TABLE OF ADDITIONAL SURRENDER FEES BY POLICY DURATION'.

# Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 7 of 21 TABLE OF MAXIMUM INITIAL ADDITIONAL SURRENDER FEES Per \$1000 Increase in Specified Amount

Attained Age	Age Fee Per \$1000 Increase		Attained Age	Fee Per \$10	itial Surrender 000 Increase
Nearest	In Specif	ied Amount	Nearest	In Specifi	ied Amount
Birthday	Males	Females	Birthday	Males	Females
0	\$13.57	\$12.95	50	\$37.05	\$32,02
1	13.50	12.92	51	38.52	33.13
	13.61	13.01	52	40.08	34.30
2 3	13.72	13.11	53	41.75	35.54
4	13.85	13.22	54	43.52	36.86
5	13.98	13.33	55	45.41	38.26
6	14.12	13.44	56	47.42	39.74
7	14.27	13.57	57	49.57	41.32
8	14.43	13.70	58	51.85	43.01
9	14.60	13.84	59	54.30	44.83
10	14.79	13.98	60	56.92	46.78
11	14.98	14.14	61	59.72	48.88
12	15.18	14.30	62	60.00	51.14
13	15.39	14.46	63	60.00	53.58
14	15.60	14.64	64	60.00	56.18
15	15.81	14.82	65	60.00	58.96
16	16.02	15.01	66	60.00	60.00
17	16.24	15.21	67	60.00	60.00
18	16.46	15.41	68	60.00	60.00
19	16.69	15.62	69	60.00	60.00
20	16.93	15.85	70	60.00	60.00
21	7.18	08	1 -	/ -elico	60.00
22	1 45	16 32	72	6 .00	60.00
23	17 73	16.58	73 ,	6.00	60.00
24	18.03	16.85		69.00	60.00
25	18.36	17.14	75	60.00	60.00
26	18.70	17-44	76	60.00	60.00
27	19.06	17.75	77	60.00	60.00
28	19.45	18.08	78	60.00	60.00
29	19.87	18.43	79	60.00	60.00
30	20.30	18.80	80	60.00	60.00
31	20.77	19.19	81	60.00	60.00
32	21.26	19.60	82	60.00	60.00
33	21.78	20.03	83	60.00	60.00
34	22,33	20.48	84	60.00	60.00
35	22.91	20.96	85	60.00	60.00
36	23.53	21.47	86	60.00	60.00
37	24.18	22.00	87	60.00	60.00
38	24.87	22.55	88	60.00	60.00
39	25.60	23.14	89	60.00	60.00
40	26.36	23.76	90	60.00	60.00
41	27.18	24.40	91	60.00	60.00
42	28.04	25.08	92	60.00	60.00
43	28.94	25.80	93	60.00	60.00
44	29.91	26.55	94	60.00	60.00
45	30.93	27.34			
46	32.01	28.17			
47	33.16	29.06			
48	34.37	29.99			
49	35.67	30.98			
the Court descend	The Parameter of the	in all was at the time	-Ctha lasesana		

This fee is determined by your attained age at the time of the increase.

# Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 8 of 21

Attained			Attained Age		itial Surrender 000 Increase
Age		In Specified Amount			
Nearest			Nearest		ied Amount
Birthday	Males	Females	Birthday	Males	Females
0	\$13.59	\$12.99	50	\$37.24	\$32.43
1	13.52	12.96	51	38.72	33.57
2	13.63	13.06	52	40.30	34.77
3	13.74	13.15	53	41.98	36.04
4	13.87	13.26	54	43.77	37.39
5	14.00	13.37	55	45.68	38.82
6	14.14	13.49	56	47.71	40.34
7	14.29	13.62	57	49.87	41.96
8	14.46	13.75	58	50.00	43.69
9	14.63	13.89	59	50.00	45.56
10	14.81	14.04	60	50.00	47.56
11	15.01	14.19	61	50.00	49.72
12	15.21	14.36	62	50.00	50.00
13	15.42	14.53	63	50.00	50.00
14	15.63	14.71	64	50.00	50.00
15	15.84	14.89	65	50.00	50.00
16	16.06	15.08	66	50.00	50.00
17	16.27	15.28	67	50.00	50.00
18	16.50	15.49	68	50.00	50.00
19	16.73	15.71	69	50.00	50.00
20	16.97	15.93	70	50.00	50.00
21	17.23	16.17	71	50.00	50.00
22	17#9	16.12	22	50.00	50.00
23	17 /8	6. 8	73	50.00	50.00
24	18 )8	16. 6	74	50.00	50.00
25	18.4	17.		50.00	50.00
26	18.75	17.55	76	50.00	50.00
27	19.12	17.87	77	50.00	50.00
28	19.51	18.21	78	50.00	50.00
29	19.93	18.57	79	50.00	50.00
30	20.37	18.94	80	50.00	50.00
31	20.84	19.34	81	50.00	50.00
32 .	21.33	19.75	82	50.00	50.00
33	21.86	20.19	83	50.00	50.00
34	22.41	20.65	84	50.00	50.00
35	23.00	21.14	85	50.00	50.00
36	23.62	21.66	86	50.00	50.00
37	24.27	22.20	87	50.00	50.00
38	24.97	22.77	88	50.00	50.00
39	25.70	23.36	89	50.00	50.00
40	26.47	23.99	90	50.00	50.00
41	27.29	24.65	91	50.00	50.00
42	28.16	25.34	92	50.00	50.00
43	29.07	26.07	93	50.00	50.00
44	30.04	26.84	94	50.00	50.00
45	31.07	27.65	4.54		
46	32.16	28.50			
47	33.31	29.40			
48	34.54	30.36			
49	35.85	31.37			

This fee is determined by your attained age at the time of the increase.

30190-NS

### Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 9 of 21

THE CONTRACT: This Policy is a legal contract. The Policy with the attached application makes up the whole contract. We issue this Policy in return for the written application and the payment of the first premium. Legally the statements made by you or by the Insured are representations and not warranties. No such statements made shall be used in defense of a claim under the Policy unless it is contained in the written application and a copy of the application is attached to the Policy when issued. Any change or waiver of the provisions of this Policy must be in writing and signed by the President, a Vice President, the Secretary or an Assistant Secretary of the Company.

Any supplemental application for an increase in insurance amounts, or other modifications of coverage after the issue date will be attached to and made a part of this Policy. Such application shall not be used as evidence in any action relative to such Policy unless a copy of such application is attached to or endorsed upon the Policy.

POLICY DATES, MONTHS AND ANNIVERSARIES: The Policy Date shown on the Policy Data page is important. The date is used to calculate Planned Periodic Premium Dates, Policy Anniversaries, Policy Years and Policy Months. The first Policy Anniversary is one year after the Policy Date. The period between the Policy Date and the first Policy Anniversary, or from one Policy Anniversary to the next, is called a Policy Year. A Policy Month begins on the same date in each calendar month as that specified in the Policy Date shown on the Data page.

PAYMENT OF PREMIUMS: Your first premium must be paid when your Policy is delivered. All premiums after the first premium are payable to us at our Home Office or to an authorized Agent. If you request a premium receipt for payment, we will send you one. The premium receipt we send you will be signed by the President of the Company, or the Secretary of the Company, and countersigned by an authorized Agent of the Company. No benefit will be provided on the basis of any premium until that premium has been paid.

We shall send you periodic premium payment reminder notices on an annual, semi-annual or quarterly basis. We will also accept payments on a monthly basis, provided special payment arrangements are made with our Home Office. We have the right, however, not to accept a premium payment of less than \$25.00.

After your first premium has been paid additional premium payments may be made while this Policy is in force and prior to the Maturity Date. You may also increase or decrease the amount of your Planned Periodic Premium payment. However, to comply with Section 7702 of the Internal Revenue Code, we limit the amount of premiums that may be paid under this Policy. We do this so that all of your death benefit will qualify for exclusion from gross income. If we receive a premium payment that is in excess of that limit, that part of the premium in excess shall be refunded to the Owner. This Policy shall not take effect:

Until the Policy has been delivered to you; Until you pay the first premium as above during the Insured's lifetime; and

If the Insured's health as shown in the application has materially changed before delivery and payment as

The terms of any co dition 1 receipt or interiors greement i sued by the Company in conjunction with payment of premium with the applications all no because by this provision.

GRACE PERIOD: It me cash varie, less any dept on a Monany Policy Day is not enough to cover the monthly deduction for the following month, a Grace Period of Two Policy Months will be granted for the payment of a premium sufficient to cover the monthly deduction. Written notice of such premium will be mailed to the last known address of you and of the assignee, if any, at least 15 days, but not more than 45 days prior to the date the cash value is no longer adequate to keep the Policy in force. If such premium is not paid within the Grace Period, all coverage under the Policy will end without value at the end of the Two Policy Months period. If the Insured dies during the grace period, we will deduct any overdue monthly deduction from the proceeds. The policy will be in force during these Two Policy Months of grace.

Without regard to the Grace Period, the Policy will stay in force during the first Two Policy Years if the following condition is met:

The total premiums paid, less any loans or partial surrenders, equals or exceeds the Planned Premium, times the number of Premium Intervals since the Policy Date. The Planned Premium, Premium Interval and Policy Date are shown on the Data page.

REINSTATEMENT: If this Policy terminates, as provided in the Grace Period Provision, we will allow the Policy to be put back in force, subject to the following:

Your request in writing in advance;

2. Evidence of insurability satisfactory to us;

3. Payment to us of a premium sufficient to cover the overdue Monthly Deductions for the coverage provided in the Grace Period, and keep the Policy in force for two months; and Your reinstating the Policy within 5 years of the date the Policy ended, and prior to the Maturity Day.

The effective date of a reinstatement shall be the date the application for reinstatement is approved by us.

The surrender fee in effect upon reinstatement will be the same as it would have been if the Policy had not lapsed. That is, the schedule of surrender fees shown in the Table of Surrender Fees by Policy Duration will continue to apply. The surrender fee charged at time of lapse will be restored to the accumulated value upon reinstatement.

PROCEEDS: Proceeds means the amount we will pay:

After the death of an Insured Person; On the surrender of this Policy; or On the Maturity Date of this Policy

How we pay these proceeds is described in the Payment By Us Provision.

NON DIVIDENDS: This Policy is a non participating Policy. It will not share in our profits or surplus earnings. We will not pay dividends on this Policy.

PAYMENTS BY US: The proceeds we will pay after the death of an insured Person is called the Death Benefit. The Death Benefit will be reduced by any debt. The balance of the Death Benefit will be paid in accordance with the payment option elected. If no payment option has been elected, this amount will be paid in one sum.

The Death Benefit of any person insured by Rider will not be subject to any debt, unless otherwise provided in

If the Policy is surrendered, the amount of proceeds we will pay shall be the cash value then available. This amount will be reduced by any debt. The balance will be paid in one sum, unless another method of payment has been elected

On the Maturity Date of the Policy, the amount of proceeds we will pay shall be any cash value, less any debt.

This amount will also be paid in one sum if no other method of payment has been elected.

Any proceeds we pay are subject to any adjustments as provided in the Misstatement of Age or Sex, Contestability, and Suicide provisions.

When we pay the proceeds, we will require the return of the Policy. Any request for payment or proof of death

under this Policy must be sent to the Home Office.

CONTESTABILITY: This Policy shall be incontestable after it has been in force for two years during which time

the Insured was living.

Any increase in coverage that becomes effective after the Policy Date, or any reinstatement, shall be incontestable only after such increase or reinstatement has been in force, during which time the Insured was living, for two years from its effective date with respect to statements in the application for such increase or reinstatement.

MISSTATEMENT OF AGE OR SEX: If the age or sex of the Insured or any person insured by Rider has been misstated, we will pay only the amount of proceeds that would be paid at the Insured's correct age and sex. Such proceeds will be determined by adjusting the difference of the monthly deductions made and the monthly deduction that should have been made, accumulated at the interest rates that were credited to the accumulation value. The monthly deduction is described in the Policy Value Provisions section.

SUICIDE: If the Insured commits suicide within two years of the Issue Date, we will pay only the amount of premiums paid to us during that period and prior to death, less:

Any debt;

Any partial surrenders; and The costs of any Riders.

If the Insured commits suicide within two years from the Effective Date of any increase which has been issued in accordance with a written supplemental application for such increase, we will pay, with respect to such increase, only the cost of such increase.

RIGHT TO SELL OR GIVE AWAY: You can sell or give away any of your rights of the Policy unless you state otherwise in writing. If you state in writing that your Beneficiary can not be changed, you cannot sell or give away any of your rights without the written consent of the Beneficiary. To give or sell any of your rights, we must receive written notice of it it out H me C fits. We will not be spon able for the validition any action or payment concerning it.

TRUSTEE: We will old was a specified to become the Owner of Pine ciarry of the Policy. We will deal with such Trustee according to the contents of this Policy without regard to any provisions, changes or amendments of any trust agreement. We shall not be responsible for any money paid to a Trustee. Such payment shall fully discharge us for the amount so paid.

EFFECTIVE DATE OF COVERAGE: The Effective Date of coverage under this Policy shall be as follows:

1. The Policy Date shall be the Effective Date for all coverage provided in the original application.

2. For any increase or addition to coverage, the Effective Date shall be the Monthly Policy Day that falls on or next follows the date we approve the supplemental application. For any insurance that has been reinstated, the Effective Date shall be the date we approve the application

3.

for reinstatement.

TERMINATION: All coverage under this Policy shall end at the earliest of the following events:

The Insured dies:

The Policy matures; The Grace Period ends;

4. The Policy debt equals or exceeds the cash value, if the required premium has not been paid within two

The Policy is surrendered; or

The Owner requests that coverage be terminated.

## Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 11 of 21

RIGHT TO MAKE LOANS: During the continuance of this Policy, a loan can be made anytime during the lifetime of the Insured, and prior to the Maturity Date. However, the Policy must be properly assigned to us before any loan is made. No other collateral is needed. Debt may be repaid at any time during the lifetime of the Insured, and during the continuance of this Policy. It may not be repaid after the Insured dies.

MAXIMUM LOAN AVAILABLE: There is a maximum amount that you can borrow. It is an amount which, with interest on it, in advance, to the next Policy Anniversary Date, will equal the cash value, less any debt, as of the date of the loan and less monthly deductions until the next Policy Anniversary Date. We may delay granting any loan for up to six months.

INTEREST: Interest on a loan is due in advance. The first interest payment covers the period from the date of the loan to the next Policy Anniversary Date. Payment is due on the date of the loan. One year's interest in advance is due on each Policy Anniversary that follows. Interest that is paid to the end of a Policy year will be refunded to you if the loan is repaid before that time.

The interest rate applies to the unpaid balance of the loan. Interest not paid when due will be added to the loan, and will bear interest at the same rate.

Subject to the Modification of Interest Rates provision, the interest rate on any policy loan will be the maximum interest rate on policy loans as defined in the next paragraph. "Published Monthly Average" is Moody's Corporate Bond Yield Average-Monthly Average Corporates as published by Moody's Investors Service, Inc., or any successor to it. If Moody's Corporate Bond Yield Average-Monthly Average Corporates is no longer published, the Insurance Commissioner of the state in which this policy is delivered will establish by regulation a statutory index.

We may change the loan interest rate once a year on the Policy Anniversary. Any change in the interest rate will apply to any existing or new policy loans. The maximum effective annual interest rate we may establish will not exceed the higher of:

- The Published Monthly Average (Moody's Corporate Pond Yield Average Monthly Average Corporates
  as published by Noo y's I ve tors errice, Ir., or its successor) for the ellendar month ending two
  months prior to the late the sectorn ned; o
- 2. 5 1/2%.

If item 1 determines the maximum annual interest rate, and the Published Monthly Average has decreased by 1/2% or more, your policy's loan interest rate will be reduced. If the Published Monthly Average has increased by 1/2% or more, your policy's loan interest rate will be increased. We will make no change in your policy's loan interest rate which is less than 1/2%.

The current interest rates that will apply to the portion of the accumulated value equal to the loan will be at least equal to the policy loan interest rate less 2%.

MODIFICATION OF INTEREST RATES: The interest rate charged has been modified to reflect the fact that interest is paid in advance. The modification is made so that the rate paid in advance will be equivalent to the effective annual interest rate described in the interest provisions. The modified rate is calculated as (a), divided by (b), where:

- (a) is the effective annual rate described in the Interest provision; and
- (b) is the effective annual rate expressed as a decimal fraction and added to one.

NOTIFICATION OF INTEREST RATE: The Owner will be notified of the modified initial rate at the time the loan request is made. We will also notify the Owner in advance of any change in the modified interest rate applicable to an outstanding policy loan. No policy will terminate in a Policy Year as the sole result of a change in the interest during that Policy Year. Insurance will remain in force until the time it would have otherwise terminated had the interest rate not changed.

50420 NY 7/25/85

### Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 12 of 21

NET PREMIUM: A Net Premium is the premium paid, less the percentage of premium expense charge shown on the Policy Data page.

CASH VALUE: The Cash Value is the Accumulated Value less any applicable Surrender Fee. See Table of Surrender Fees by Policy Duration.

ACCUMULATED VALUE: On each Monthly Policy Day the accumulated value shall be calculated as (a), plus (b), minus (c), plus (d), where:

- (a) is the accumulated value on the preceding Monthly Policy Day;
- (b) is all net premiums received since the preceding Monthly Policy Day;
- (c) is the monthly deduction for the month preceding the Monthly Policy Day; and
- (d) is the one month's interest on the result of item (a) less item (h), described below.

On any day other than a Monthly Policy Day, the accumulated value shall be calculated as (e), plus (f), minus (g), where:

- (e) is the accumulated value as of the preceding Monthly Policy Day;
- (f) is all net premiums received since the preceding Monthly Policy Day; and
- (g) is the monthly deduction for the month following the preceding Monthly Policy Day.

The accumulated value on the Policy Date shall be the First Net Premium.

MONTHLY DEDUCTION: The monthly deduction shall be calculated as (h), plus (i), plus (j), where:

- (h) is the cost of insurance as described below;
- (i) is the monthly expense charge shown on the Policy Data page; and
- is the cost of additional benefits provided by rider.

INTEREST RATE: The guaranteed interest rate which we apply to calculate the accumulated value is .36748% per month, compounded monthly. This is equal to 4 1/2% per year, compounded yearly. Interest in excess of the guaranteed rate may be applied in the calculation of accumulated values. We will review the interest rate in excess of the guaranteed interest rate on a quarterly basis. Any change in the excess interest rate will be determined in accordance with the product of the same sum of the with the Same sinterest rate.

COST OF INSURANCE: The cost of its turance a determined on a mountain basis and a determined separately for each Specified Amount.

The cost of insurance for the Insured is calculated as follows:

The Insured's Death Benefit at the beginning of the Policy Month is divided by 1.0036748. The accumulated value at the beginning of the month is then subtracted from the Death Benefit, divided by 1.0036748. This result is then divided by 1000., and multiplied by the applicable monthly cost of insurance rate. The cost of insurance rate is described in the Cost of Insurance Rates section.

If the accumulated value is included in the Specified Amount and there have been increases in the Death Benefit, then the accumulated value shall be first considered a part of the initial Specified Amount. If the accumulated value exceeds the initial Specified Amount, it shall then be considered a part of additional Specified Amounts resulting from increases in the order of the increases.

If there is a permanent or temporary flat extra premium, the annual amount of the extra premium will appear on the Data page. One-twelfth (1/12) of this amount will be added to the cost of insurance at the beginning of each policy month during the period in which the flat extra premium is in effect.

COST OF INSURANCE RATES: The monthly cost of insurance rate is based on the insured person's sex, attained age, and rating class. Attained age means age nearest birthday on the prior Policy Anniversary. Monthly cost of insurance rates will be determined by us from time to time. Any adjustment to these rates will be based upon changes in future expectations for such factors as investment earnings, mortality, persistency and expenses. The cost of insurance rates, however, will not be greater than those shown in the Table of Guaranteed Maximum Insurance Rates for Monthly Cost of Insurance for Standard Insurance Class. For sub-standard or rated class, the cost of insurance rates in the Table of Guaranteed Maximum Insurance Rates will be adjusted by the following method:

50470 NY 9/1/87

### Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 13 of 21

Multiply the table number shown in the Premium Rate Class on the Policy Data page by 0.25. Add 1. Then multiply this result by the rate shown in the Table of Guaranteed Maximum Insurance Rates for the appropriate attained age and sex of the Insured. We will review the Monthly Cost of Insurance Rates whenever the factors change for new issues, and, in any event at least every five years to determine if a change is necessary.

Any such change in the monthly cost of insurance rates will be on a uniform basis for all insureds whose policies have been in force the same length of time and who, at issue age, have the same sex, mortality class and age. Any such change will be determined in accordance with the procedures and standards on file with the Superintendent of Insurance.

BASIS AND METHOD OF COMPUTING VALUES: Minimum cash values are based on the Mortality Table and interest rate stated on the Policy Data page. Appropriate increases in the mortality rates are made for rated risks.

The Policy Values for this Policy are not less than the minimum values required by the laws of the State where the Policy is delivered. We have filed a detailed statement with that State which shows the method we use to compute those values.

#### SURRENDERING THIS POLICY

RIGHT TO SURRENDER: This Policy may be surrendered for its cash surrender value any time before the Insured dies, and prior to the Maturity Date. Surrender will be effective on the date we receive this Policy and a written surrender request, satisfactory to us, at our Home Office. A later Effective Date may be elected in the surrender request.

CASH SURRENDER VALUE: The Cash Surrender Value on this Policy shall be the cash value on the date of surrender, plus the gross premium received since the beginning of the policy month of surrender, less any outstanding debt. The result is the Policy's Cash Surrender Value. We compute all the amounts that go into cash surrender value as of the Effective Date of Surrender.

If you surrender this 'olicy within 30 days after Policy At niversary 101, the Cash Surrender Value shall not be less than the cash value in such Amiversary Days and ced by my outstanding debt and any partial surrenders made on or after such Anniversary Date.

HOW WE PAY: The Cash Surrender Value may be paid in one sum, or it may be applied under any payment option elected. We may delay paying the Cash Surrender Value for up to six months from the date the request and the Policy are received at our Home Office, except when such surrender amount will be used to pay premiums to the Company.

PARTIAL SURRENDER: A partial surrender of this Policy may be made any time before the Insured dies, and prior to the Maturity Date. A written request for such surrender must be sent to the Home Office.

The partial surrender may be any amount which does not exceed the current Cash Surrender Value, less \$500.

When a partial surrender is made, we will deduct the amount of the partial surrender from the accumulated value. The Insured's Specified Amount shall then be reduced by the amount of such partial surrender if the accumulated value is included in the Specified Amount in the same order as described in the Changes in Insurance Coverage section.

A fee of 5% of the amount withdrawn, up to a maximum of \$25.00 will be deducted from each partial surrender amount. We have the right to limit the number of partial surrenders in any Policy Year. We may delay paying the amount of such partial surrender for up to six months from the date we receive the written surrender request, except when such partial surrender amount will be used to pay premiums to the Company.

50470 NY 9/1/87

#### GUARANTEED PAID UP INSURANCE OPTION

The Cash Surrender Value of this Policy may be applied to purchase guaranteed paid up insurance at the Guaranteed Paid Up Purchase Rate.

The Guaranteed Paid Up Purchase Rate will be the whole life insurance premium calculated at the Insured's age nearest birthday. The basis of calculation will be the Commissioner's 1980 Extended Term Insurance Table and 4% interest. Cash value of the paid up insurance will be on the same basis.

The amount of insurance will be the less of:

- (a) The amount that all of the Cash Surrender Value will buy using the Guaranteed Paid Up Purchase Rate; and
- (b) An amount such that the face amount of the paid up insurance less the purchase rice is equal to (1)-(2) where;
  - (1) is the death Benefit less any policy loan at the time the option is elected; and
  - (2) is the entire Cash Surrender Value at the time the option is elected.

In the event of (b), any portion of the Cash Surrender Value not used to purchase paid up insurance will be paid to the policyholder.

Upon election of this option, the home office will amend this policy as paid up insurance. Any riders on this policy will be terminated.

This option may be elected at any tire the ellipsoid ve cash Surreiter Value by Hing out the following request.

#### REQUEST FOR GUARANTEED PAID UP INSURANCE:

I wish to exercise the option for Guarantee Policy Number	ed Paid Up Insurance for	
I return this Policy on the Life of		to
Lincoln Security Life Insurance Company	for the proper endorsement for this change.	
I agree to the conditions stated in the Police	cy.	
Policy Owner:	Date:	
Witness:		
Witness:		

50480 NY 11/20/87

# Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 15 of 21 PAYMENT OPTION PROVISIONS

We allow all or part of the amount payable under this Policy to be paid according to one of several options. Such options will be available only with our consent if:

- 1. The proceeds to be settled under any option are \$2,500 or less;
- 2. Any monthly payment or interest payment is \$25 or less; or
- 3. Any payee is a corporation, partnership, association, trustee or assignee.

We will allow you to elect an option during the Insured's lifetime. To elect an option, we require that a written request be received at our Home Office. If the amount is payable in one sum, we allow the party to be paid, called the Payee, to elect an option within one month after the amount is payable.

The effective date of an option is the earlier of the date of the Insured's death or the date of policy surrender.

Payment under an option shall be made monthly unless requested otherwise in writing. We allow payments at 12 month, 6 month, or 3 month intervals, which will be appropriately adjusted. Under Option 5, payment will begin at the end of the first interest period.

We may increase payments in any year under any of the options by additional interest credits.

OPTION 1. INCOME FOR A FIXED PERIOD. Equal monthly payments continue for a selected period, up to 20 years. The rate of payments will not be less than that shown in Table A. The amounts will be calculated in accordance with Table A. This Table shows the amount of payment for each \$1000 to be settled.\*

#### TABLE A OF EQUAL MONTHLY PAYMENTS

Years	1	2	3	4	5	6	7	8	9	10
Amount of Equal Monthly Payment	\$84.47	\$42.86	\$28.99	\$22.06	\$17.91	\$15.14	\$13.16	\$11.68	\$10.53	\$9.61
Years		U	13	14	U	16	17	18	19	20
Amount of Equal Monthly Payment	\$8.86	\$8.24	\$7.71	\$7.26	\$6.87	\$6.53	\$6.23	\$5.96	\$5.73	\$5.51

<sup>\*</sup> For 3 month interval, multiply by 2.99. For 6 month interval, multiply by 5.96. For 12 month interval, multiply by 11.84.

OPTION 2. INCOME FOR FIXED PERIOD AND LIFE. Equal monthly payments will be made during the selected period. Payments will continue after that period for as long as the Payee lives. The amount of each payment will be calculated using the Payee's age nearest birthday at the date payments are to begin. Payments will be made in accordance with Table B. This Table shows the amount of payment for each \$1000 to be settled.

OPTION 3. LIFE ONLY MONTHLY PAYMENT. Equal monthly payments will be made as long as that Payee lives. The amount of each payment will be calculated using the age and sex of the Payee. The age will be the Payee's age nearest birthday on the date payments begin. The amount will be calculated in accordance with Table B. This Table shows the amount of payment for each \$1000 to be settled.

70090

#### Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 16 of 21

OPTION 4. FIXED AMOUNT MONTHLY PAYMENT. Equal monthly payments will be made until no amount remains. The payments, except for the last, may not be less than \$120 per year per \$1,000 of proceeds retained. The last payment will be for the balance only. Interest of not less than 3% per year will be credited to the unpaid balance. The amount of each payment is that named by you subject to the contents of this Policy.

#### TABLE B OF EQUAL MONTHLY PAYMENTS

	e of yee	Life	10 Years Certain		ge of tyee	Life	10 Years Certain		ge of iyee	Life	10 Years Certain
	Female	Only	and Life		Female	Only	and Life		Female	Only	and Life
8&	13&			34	39	\$3,69	\$3.68	61	66	\$6.26	\$5.88
Under	Under	\$2.99	\$2.98	35	40	3.76	3.73	62	67	6.44	6.0
9	14	3.00	2.99	36	41	3.81	3.78	63	68	6.63	6.14
10	15	3.02	3.01	37	42	3.86	3.83	64	69	6.83	6.28
11	16	3.03	3.02	38	43	3.91	3.88	65	70	7.05	6.42
12	17	3.05	3.04	39	44	3.97	3.93	66	71	7.27	6.5
13	18	3.07	3.06	40	45	4.03	3.99	67	72	7.51	6.7
14	19	3.09	3.08	41	46	4.09	4.05	68	73	7.76	6.80
15	20	3.11	3.10	42	47	4.15	4.11	69	74	8.03	7.02
16	21	3.13	3.12	43	48	4.22	4.17	70	75	8.32	7.1
17	22	3.15	3.14	44	49	4.29	4.24	71	76	8.62	7.32
18	23	3.17	3.16	45	50	4.37	4.31	72	77	8.94	7.48
19	24	3.19	3.18	46	51	4.45	4.38	73	78	9.23	7.63
20	25	3,22	3.21	47	52	4.53	4.45	74	79	9.64	7.78
21	26	3.24	3.23	48	53	4.62	4.53	75	80	10.03	7.93
22	27	3.27	3.26	49	54	4.71	4.61	76	81	10.44	8.08
23	28	3.30	3.29	50	55	4.81	4.70	77	82	10.88	8.22
24	29	3.33	3.32 3.35 3.38	-51	56	4.91	4.79	78	83	11.34	8.36
25	30	3.16	3 35	5.	57	5.04	4.88	79	84	11.84	8.50
26	31	3. 9	1.38		58	5.12	1.97	80	05	12.37	8.62
27	32	3 +2	2.41	54	59	5.74	3 07	81	86	12.93	8.74
28	33	3,45	3.44	55	60	5.37	5.18	82	87	13.50	8.86
29	34	3.49	3.48	56	61	5.50	5.28	83	88	14.08	8.96
30	35	3.53	3.52	57	62	5.63	5.39	84	89	14.68	9.06
31	36	3,57	3.56	58	63	5.78	5.51	858	90&	15.30	9.14
32	37	3.61	3.60	59	64	5.93	5.63	over	over		
33	38	3.65	3.64	60	65	6.09	5.75				

OPTION 5. INTEREST PAYMENT. You may name a period of time for us to hold the amount to be settled. Subject to our approval of the period of time, interest will be paid at not less than 3% per year. At the end of the period of time, the amount to be settled will be paid.

70090 9/1/81

# Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 17 of 21 INSURANCE COVERAGE PROVISIONS

DEATH BENEFIT: Subject to the provisions of this Policy, the Death Benefit of the Insured at any time prior to the Maturity Date shall be as follows:

 If the Insured's specified amount, as shown on the Data page, includes the accumulated value, the death benefit shall be the specified amount shown.

If the Insured's specified amount, as shown on the Data page, does not include the accumulated value, the death benefit shall be the accumulated value on the date of death, plus the specified amount.

In no event, however, shall the Insured's death benefit be less than the applicable percentage of the policy's accumulated value. Such percentage of accumulated value is shown in the table below.

The death benefit as determined above, will be increased by that portion, if any, of the gross premium paid since the beginning of the Policy month in which death occurred; provided such amount did not otherwise increase the death benefit.

# TABLE OF APPLICABLE PERCENTAGE OF ACCUMULATED VALUE BY ATTAINED AGE

Attained Age	Applicable Percentage	Attained Age	Applicable Percentage	Attained Age	Applicable Percentage
40 or less	250%	54	157%	68	117%
41	243	55	150	69	116
42	236	56	146	70	115
43	229	57	142	71	113
44	222	58	138	72	111
45	215	59	134	73	109
46	209	60	130	74	107
47	203	61	128	75-90	105
48	197	62	_ 126 _	91	104
49	19	3	124	2	103
50	8	64	122	3	102
51	178	65	129	4	101
52	171	66	119	95 or more	100
53	164	67	118		

CHANGE IN TYPE OF COVERAGE: You may by written request, change between sections 1 and 2 of the Death Benefit Provision. Any such change shall be effective on the Monthly Policy Day that falls on or next follows receipt of such request, subject to the following:

- (a) If the change is from section 1 to section 2, the Insured's Specified Amount after such change shall be equal to the Insured's Specified Amount prior to such change, less the accumulated value on the date of change. We reserve the right to request evidence of insurability in this situation.
- (b) If the change is from section 2 to section 1, the Insured's Specified Amount after such change shall be equal to the Insured's Specified Amount prior to such change plus the accumulated value on the date of change.

A new Policy Data page will be issued upon each change made in type of coverage.

CHANGES IN INSURANCE COVERAGE: Insurance coverage may be increased or decreased to change the Insured's Specified Amount. To do this you must send written request to the Home Office. Any increase or decrease will be subject to the following conditions:

- Any decrease will become effective on the Monthly Policy Day that falls on or next follows receipt of such request. Any such decrease shall reduce the insurance in the following order:
  - (a) against insurance provided by the most recent increase;
  - (b) against the next most recent increases successively; and
  - (c) against insurance provided under the original application.

A new Policy Data page will be issued upon each decrease made to the Insured's Specified Amount.

93780 NY 7/25/85

# Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 18 of 21 INSURANCE COVERAGE PROVISIONS (Continued)

- The Insured's Specified Amount in effect after any requested decrease must be at least as great as the minimum amount of insurance that is available on this Policy. The minimum amount available on this Policy is \$100,000.
- 3. Any request for an increase must be applied for on a supplemental application. An increase shall be subject to evidence of insurability satisfactory to us. An increase shall also be subject to the sufficiency of the cash value, less any debt, to cover monthly deductions to the next Policy Anniversary Date. Any increase will become effective on the Effective Date shown on the supplemental Policy Data page.

CONTINUATION OF INSURANCE: If Planned Periodic Premium payments are not continued, the insurance coverage under this Policy, and any benefits provided by Rider will be continued in force.

Such coverage shall be continued until the cash value, less any debt, is insufficient to cover the monthly deduction, as provided in the Grace Period provision. This provision shall not continue the Policy beyond the Maturity Date of the Policy, or beyond the date the Rider would end, as provided in the Rider. Any cash surrender value remaining on the Maturity Date will be paid as an Endowment.

EXCHANGE: You may exchange this Policy for a new Policy. Such exchange may be to any plan of whole life or endowment that we issue at the time of exchange, except:

(1) Flexible premium adjustable life insurance; or

(2) Adjustable cash value plans.

You may not exchange this Policy for Term insurance.

Written notice for such exchange must be given to us 31 days in advance. Evidence of insurability will not be required, this Policy must be surrendered. The amount of insurance on the new policy may be for any amount up to, but not more than, (a), plus (b), less (c), where:

- (a) is the current amount of the Insured's Death Benefit under this Policy.
- (b) is the cash value of the new Policy on the Date of Exchange.

(c) is the then current cash value of this Policy.

We will issue the new Policy in the same premium rate class as this Policy. We will calculate the premium for the new Policy according to the rates in effect for the age and premium rate class of the Insured at the time of exchange. All plans of insurance available for exchange are subject to plan acquirements. Such new Policy will be effective on the date of termination of this Folicy.

MATURITY DATE DEFO EL The Naturity Late is the cate of which he Policy natures. It is also the latest date on which you may elect to terminate insurance coverage, to stop paying premiums and to start receiving any remaining cash surrender value. It is possible that coverage will end prior to the Maturity Date, if the premiums paid and interest credited are insufficient to continue coverage to such date.

ANNUAL REPORT We shall send a report to the Owner at least once each year. This report will show the current status of the Policy and other information as required by the Superintendent of Insurance.

We will provide additional proposals of illustrative future Death Benefits, cash values and accumulated values at any time upon written request by you, and payment by you of a nominal service fee, as determined by us.

#### BENEFICIARY PROVISIONS

You name Beneficiaries as Primary or Contingent. When the Insured dies, we will pay the Death Benefit to the Primary Beneficiary.

If no Primary Beneficiary is then living, we will pay the Death Benefit to the Contingent Beneficiary.

If you have not properly named any Primary or Contingent Beneficiary, you will be the Primary Beneficiary. If you are the Insured, we will pay the Death Benefit to your Estate.

You have the right to change Beneficiaries, unless you say otherwise in writing. For the Beneficiary to be changed, we must receive and approve written notice of it at our Home Office; then the change will be effective on the date it was signed. This provision is subject to any payments made or other action taken by us.

93780 NY 7/25/85

Route 312, Southeast Executive Park, Post Office Box 565
Brewster, New York 10509-0565

This policy has been issued with the First Premium and/or the Planned Periodic Premium raised to meet the minimum premium required for Designer Life policies.

# DUPLICATE

72675-0 NY

## Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 20 of 21

LINCOLN SECURITY LIFE INSURANCE COMPANY Post Office Box 565 Brewster, New York 10509-0565

#### ALTERNATIVE PAID UP INSURANCE OPTION RIDER

This Rider is made a part of the Policy to which it is attached. There is no premium payable for this Rider.

This Rider gives you the option to use your Policy Cash Value to purchase an Alternative Paid Up Benefit. The purchase rate for this Benefit will be at least as favorable as the rate provided for by the laws of the state where the Policy is delivered. This option may be elected on or after the fifth Policy Anniversary.

ALTERNATIVE PAID UP INSURANCE BENEFIT: To obtain the Alternative Paid Up Insurance benefit, the following conditions must be met:

- (1) The Policy must have cash value net of any Policy Loans. Any portion of the Policy Cash Value that is borrowed at the time of election can not be used to purchase Alternative Paid Up Insurance.
- (2) You must agree to accept a new Policy Loan Interest Rate Provision. The new rate may be variable.
- (3) You must agree that all other Riders attached to this Policy will terminate. The Cash Value, if any, of Riders attached to the Policy will be added to the Policy Cash Value in order to determine the amount of Alternative Paid Up Insurance that can be purchased.
- (4) You must sign the attached request and send it with the Policy to the Home Office of the Company. The Policy must reach us within 60 days of the date you sign the request.

On the fifth Policy Anniversary and each Policy Anniversary thereafter, you will be notified of the amount of Alternative Paid Up Insurance that is available.

WHAT HAPPENS IF ALTERNATIVE PAID UP INSURANCE IS MORE THAN THE DEATH BENEFIT: It is possible for the Policy Cash Value net of Policy loan to be more than enough to purchase Alternative Paid Up Insurance for the amount of the Death Benefit provided by the Policy. The Alternative Paid Up purchase price applied to the Policy Cash Value net of Policy Loan would, in such a case, purchase more paid up insurance than the Death Benefit provided by the Policy. This occ is a the time has Opt on is exercised, we will do the following:

- (1) If satisfactory evicence of it sure bility is received, we will arrend the Policy to provide paid up insurance in the higher amount purchased by the Cash Value net of Policy Loans;
- (2) If satisfactory evidence of insurability is not received, we will amend the Policy to provide paid up insurance in the amount of Death Benefit provided by the Policy at the time the Option is elected. The Cash Value net of Policy Loan in excess of the purchase price for the Alternative Paid Up Insurance will be paid to you.
- (3) If the Insured dies without electing the Option, we will assume the Option was elected without evidence of insurability. The Cash Value net of Policy Loan in excess of the purchase price for the Alternative Paid Up Insurance will be paid to you in addition to the Death Benefit provided by the Policy.

AMENDED POLICY: The amended Policy will be returned to you. It will contain:

- (1) The Amendatory Endorsement and a Policy Data page. These will indicate:
  - (a) The effective date of your new coverage;
  - (b) The amount of Alternative Paid Up Insurance;
  - (c) Any change to the Policy Loan Interest Rate; and
  - (d) The Adjustable Policy Loan Interest Rate with the date to which it is in effect.
- (2) A new Table of Policy Values. This will contain:
  - (a) A Table of Cash Values for the Alternative Paid Up Insurance; and
  - (b) A description of the basis upon which the Policy Values are calculated. The new basis will not provide Cash Values less than the applicable law requires.

92620 NY 6/1/84

### Case 1:16-cv-07587 Document 1-1 Filed 09/29/16 Page 21 of 21

TERMINATION: This Rider will end at the earliest of:

- (1) The death of the Insured;
- (2) The surrender of this Policy for cash;
- (3) The exercise of any Lapse Benefit described in the Policy under Lapse Benefits; or
- (4) Exercise of the Option described in this Rider.

President

#### REQUEST FOR ALTERNATIVE PAID UP INSURANCE:

I wish to exercise the Option for Alternative P Policy Number	aid Up Insurance for	
l return this Policy on the Life of Lincoln Security Life Insurance Company for	the proper endorsement for this change.	to
I agree to the conditions stated in the Rider.		
Policy Owner:	Date:	
Witness:		
Witness: DUF	LICATE	

92620 NY 6/1/84